

**County Contract Change Matrix: Department of Children and Families
Calendar Year 2024
August 24, 2023**

#	Issue or Topic	Goal/Purpose (Why)	Contract Section	Description and considerations	Proposed Language	WCSEA response
1	Date reference	Remove date reference and clarify "applicable"	County contract VI.B. Contractor Personnel	Language clean-up	Effective July 1, 2021 , it is DCF's expectation that the Contractor or their contracted staff, <u>if applicable</u> , are responsible for provision of all needs for the contracted staff to perform the services.	6/30/23 WCSEA: No objection.
2	Confidentiality	Consistency with SPARC contract language	IX. Privacy and Confidential Information A. Confidentiality of Records	Change section title for clarity Compared and updated with SPARC contract language	Add language: <u>Confidentiality of Records</u> All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy, <u>and shall be the sole property of the State of Wisconsin.</u>	6/30/23 WCSEA: Changes already discussed and listed in subsequent document- we approved of the changes.

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3	Confidentiality language	<p>Changes create consistency with internal DCF policies, other DCF policies and contracts.</p> <p>DCF IT language requires compliance with NIST</p> <p>Changes reflect current best practice.</p>	<p>IX. Privacy and Confidential Information</p> <p>B. Confidentiality</p>	<p>Proposed language to be consistent with SPARC, eWiSACWIS and other contracts.</p> <p>Confidentiality language updated to include current DCF language from internal policies.</p> <p>The definition of PII in the DCF policy manual is from the National Institute of Standards and Technology (NIST). If the contract includes requirements to follow DCF policies (NIST), it is beneficial to include that definition of PII in the contract.</p>	<p>Delete current subsections 1-3</p> <p>Replace with the following text from NIST:</p> <ol style="list-style-type: none"> 1. <u>Personally Identifiable Information;</u> 2. <u>Non-public information related to DCF’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or</u> 3. <u>Information designated as confidential in writing by DCF.</u> <p>PII: Personally Identifiable Information: Defined as any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual such as medical, educational, financial, or employment information.</p>	<p>6/30/23 WCSEA: New Issue: PII concerns.</p> <p>With regard to the PII- We understand that this is the definition of PII in the DCF policy manual, but the first clause makes this sentence so overbroad as to be not useful. "Any information about an individual maintained by an agency" would include any data point (e.g. first name Mark) regardless of the fact that it cannot be used to trace anyone. We strongly believe that this should be changed to:</p> <p><i>PII: Personally Identifiable Information: Defined as any information about an individual maintained by an agency that can be used to distinguish or trace an individual’s identity such as name, social security number, date and place of</i></p>
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						<p><i>birth, mother's maiden name, or biometric records; or any other information that is linked or linkable to an individual such as medical, educational, financial, or employment information.</i></p> <p>8.9.23 DCF response: This language will be maintained to include the definition of PII from NIST. State agencies, and subsequently CSAs, are required to comply with NIST per OCSS updated Security Agreement dated 6.8.23.</p>
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4	Breach of confidentiality language	<p>DCF IT language requires compliance with NIST.</p> <p>Incorporating NIST language creates consistency with internal DCF policies, other DCF policies and contract.</p> <p>Changes reflect current best practices</p>	<p>IX. Privacy and Confidential Information</p> <p>C. Breach of Confidentiality</p>	<p>Confidentiality language updated to include current DCF language from internal policies.</p> <p>Proposed language to be consistent with SPARC, eWisACWIS and other contracts.</p> <p>The definition of PII in the DCF policy manual is from the National Institute of Standards and Technology (NIST). If the contract includes requirements to follow DCF policies (NIST), it is beneficial to include that definition of PII in the contract.</p>	<p>Update first paragraph to read: If the County becomes aware of any actual use or disclosure of any Confidential Information Personally Identifiable Information or Individually Identifiable Health Information <u>or has the reasonable belief that there has been a use or disclosure of any Confidential Information</u> that is not authorized by this Contract, or has the reasonable belief that there has been a use or disclosure of any Personally Identifiable Information or Individually identifiable Health Information that is not authorized by this Contract, the County shall notify the Department promptly after becoming aware of such unauthorized use or disclosure, but no later than three (3) business days after the County becomes aware of such unauthorized use or disclosure. Such notice shall include, to the best of the County’s knowledge at that time, the persons affected, their identities, and the Confidential Information Personally Identifiable Information or Individually Identifiable Health Information <u>that was or may have been</u> disclosed.</p> <p>Delete second paragraph and insert the following text: <u>In the event of a breach of this Section, each agency agrees that, as related to this interagency contract, any loss or expense (including costs and attorney fees) will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense. The County will not be responsible for any loss or expense in situations when the County disclosed Confidential Information at the express direction of the Department.</u></p> <p><u>This includes, but is not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed.</u></p>	<p>6/30/23 WCSEA: Changes already discussed and listed in subsequent document. We raised our concern and approve only with reinsertion of language holding Counties harmless for following direction of the Department.</p> <p>8.9.23 DCF response: See language changes.</p>
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					<p><u>disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.</u></p> <p><u>In the event of a breach of this Section [insert number] by the County, the County shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the County, and its Subcontractors, employees and agents, in violation of this Section. This includes, but is not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.</u></p> <p><u>If a breach occurs, the County shall take prompt commercially reasonable steps to minimize the risk of another such unauthorized use or disclosure or to mitigate any harmful effects of such unauthorized use or disclosure. The County shall cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such actual breach, or to recover confidential information, including complying with a Corrective Action Plan as provided for in Section XII C.</u></p> <p><u>The County acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money</u></p>	
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					<u>damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.</u>	
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5	Disposition of records at the end of the contract Records retention schedules	The current language does not address disposition of records at the end of the contract, or the records retention schedules.	X. Records, Department Property and Automation A. Records	This came up specifically related to out-of-home care contracts, but really is a global question.	<p>Change title and update current text with SPARC contract language below.</p> <p>A. Records Access and Retention Under §19.36 (3) Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request.</p> <p>The Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The Contractor shall retain records in a secure environment for no less than 6 years beyond the end of this contract, or the period specified in the attached Scope of Services if a different retention period is required. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended. DCF will inform the Contractor in the event records would be affected by this.</p> <p>Upon DCF's request, at the expiration of the Contract, the Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.</p>	<p>6/30/23 New Issue: Disposition of Records.</p> <p>With regard to Disposition of Records- Our concern is the section:</p> <p>Upon DCF's request, at the expiration of the Contract, the Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.</p> <p>This does not really make sense for Child Support Agencies, and we would like a clarification that this does not apply to us. We represent the State and as</p>
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						such do not provide individual recipients with direct services. Additionally, our data is primarily in the KIDS database or court records. 8.9.23 DCF response: This language will be maintained to ensure transfer of records if or when a contract ends.
6	IT security rules	We get questions frequently asking about DCF's technology rules. This change is intended to clarify it is only applicable when a supplier uses one of our systems.	X. Records, Department Property and Automation C. Information Technology	Clarified it is only applicable when the supplier uses one of our systems. This language was recommended in consultation with BITS.	Delete first paragraph Insert the following text <u>Where the County requires access to DCF systems or data, the Department and the County will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract. The County is required to comply with the National Institute of Standards and Technology (NIST) special publications, under their current revisions 800-53 (Rev. 5) - Minimum Security Controls (Moderate-Impact Baseline)</u>	6/30/23 from WCSEA: Changes already discussed and listed in subsequent document and we approved of the changes.
7	IT security rules	DCF gets frequent	X. Records, Department	Clarified it is only applicable when the	Access to State Automated Systems by Contractors, Sub-contractors or Others	6/30/23 from WCSEA:

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		<p>questions about technology rules.</p> <p>This change is intended to clarify that requirements are only applicable when a supplier uses one of our systems.</p>	<p>Property and Automation</p> <p>D. Access to State Automated Systems and Data by Subcontractors or Others</p>	<p>supplier uses one of our systems</p> <p>Updated to include a template for the data sharing agreement.</p> <p>This language was recommended in consultation with BITS</p>	<p>Contract provisions that apply to County staff also apply to, Subcontractors and other staff authorized by the County to carry out Contract responsibilities. In the event that Subcontractors or other any individuals request <u>require</u> access to the State’s automated systems or access to State program data, the County Security Officer will ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.</p> <p>Prior to requesting system access for or providing data to Subcontractors or other authorized staff, the County will prepare and submit to the Department properly executed data sharing agreements or other appropriate confidentiality agreements <u>or completed access request forms</u> as defined by the Department to DCFDataGovernance@wisconsin.gov for approval. The agreements will address compliance with relevant State and Federal confidentiality regulations and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.</p>	<p>Changes already discussed and listed in subsequent document and we approved of the changes.</p>
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Child Support

#	Issue or Topic	Goal/Purpose (Why)	Contract Section	Description and considerations	Proposed Language
1	County contract committee	Update topics for County Contract Committee advisory role	Exhibit 1 – Scope	Remove specific reference to incentive payments and update to “funding and other contract issues.”	<p>1. County Contract Committee The County Contract Committee is a subcommittee of the members of the child support Policy Advisory Committee (PAC) that serves to advise the Department on matters relating to child support incentive payments. <u>funding and other contract issues.</u> Contract amendments must be made in consultation with the County Contract Committee.</p>
2	CSA budget	Include Cooperative Agency Budgets Updated due date	Exhibit 1 – Scope		<p>2.02.3 CSA Budget and Cooperative Agency Budgets CSACSAs will submit thetheir annual <u>CSA</u> budget <u>and all Cooperative Agency budgets</u> to the Child Support (CS) Regional Coordinator by March 31 of each year. The budget will include the projected expenditures for the child support agency and the projected child support expenditures for each cooperative agency.</p>
3	New Exhibit	IRS publication 1075	Exhibit 7	IRS publication	See PDF exhibit – language is IRS publication

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4	DWD unemployment records confidentiality	To create efficiency for implementation of requirements in DWD 149.06 Confidentiality safeguard requirements and disclosure of records to third parties.	New appendix	<p>DCF has been working on a data sharing agreement for compliance with DWD 149.06</p> <p>Including this in the state-county contract avoids each individual agency representative to sign an agreement with DWD (over 170 signatures).</p>	<p>Proposed language is in development and will establish compliance with the following DWD requirements:</p> <p><i>(3) Any record disclosure agreement with an agent of a public official for disclosure must be made with the public official and hold the public official responsible for ensuring the agent complies with the confidentiality requirements in s. DWD 149.06 (1).</i></p> <p>https://docs.legis.wisconsin.gov/code/admin_code/dwd/100_150/149</p> <p>DWD 149.06 Confidentiality safeguard requirements and disclosure of records to third parties.</p> <p><i>(1) Third party recipients of unemployment insurance records shall comply with all of the following confidentiality safeguard requirements:</i></p> <p><i>Sections (a)-(e)</i></p>
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